



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding UPTOWN KIWANIS SENIOR CITIZENS HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated August 25, 2016 ("1 Month Notice"), pursuant to section 47.

The "first hearing" on October 20, 2016 lasted approximately 45 minutes and the "second hearing" on November 25, 2016 lasted approximately 82 minutes.

The landlord's two agents, CW and CI (collectively "landlord") and the tenant's law student agent CF and advocate JG (collectively "tenant") attended both hearings and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Witness RL attended the first hearing only but did not testify, as the hearing was adjourned.

The landlord's agent CI confirmed that he is the property manager for the property management company APMI for this rental building. The landlord's agent CW confirmed that he is the caretaker for the rental building and worked for the "landlord company" named in this application. Both of the landlord's agents confirmed that they had authority to speak on behalf of the landlord company at this hearing. The tenant's agent CF and advocate JG both confirmed that they had authority to speak on behalf of the tenant at this hearing.

Preliminary Issue - Adjournment of First Hearing and Service of Documents

The first hearing on October 20, 2016 was adjourned because the tenant had a serious medical condition and was unable to attend the hearing. At the first hearing, I provided specific instructions to both parties to serve and re-serve evidence in accordance with specific deadlines. I issued an interim decision, dated October 21, 2016, adjourning the first hearing and outlining these specific instructions. The first hearing only dealt with service issues with respect to both parties' evidence, not the merits of the tenant's application. That hearing was then adjourned to the second hearing.

At the second hearing, the landlord confirmed receipt of the tenant's application for dispute resolution hearing package, first written evidence package served after the first hearing by November 10, 2016 and second written evidence package served late after November 10, 2016. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's entire application and two written evidence packages. The landlord consented to me considering the late second written evidence package at this hearing. In any event, this matter settled between the parties at the second hearing.

The tenant confirmed receipt of the landlord's digital evidence video recordings that were served prior to the first hearing. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's digital evidence.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed to continue this tenancy on the terms of the parties' written tenancy agreement;
2. The landlord agreed to provide the tenant with a copy of the parties' written tenancy agreement;
3. The tenant agreed to comply with the parties' written tenancy agreement and the building manual rules, while at the rental building;
4. The tenant agreed to stay away from occupant ASP, while at the rental building;

5. If either party believes there has been a violation of conditions #3 or #4 of this settlement agreement above, then the tenant and the landlord's agent APMI both agree to meet to have a good faith discussion and attempt to resolve any issues before the landlord issues any further notices to end tenancy to the tenant;
 - a. both the tenant and the landlord's agent APMI exchanged contact information during this hearing;
6. The tenant will continue to have full use of all common areas at the rental building conditional upon the tenant abiding by conditions #3 and #4 of this settlement agreement above;
7. Both parties agreed that the landlord's 1 Month Notice, dated August 25, 2016, is cancelled and of no force or effect; and
8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

The landlord's 1 Month Notice, dated August 25, 2016, is cancelled and of no force or effect.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 29, 2016

Residential Tenancy Branch